

## STATE OF LOUISIANA OFFICE OF RISK MANAGEMENT DELEGATED PURCHASE AUTHORITY

ADMIN. COPY

DATE PRINTED ORDER NUMBER 11/05/08 3390923 VENDOR NAME, STREET, CITY, STATE, ZIP CODE ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS, ORDER AS IF FULLY REPRODUCED HEREIN. MDA HOLDINGS LLC MARSHALL & SWIFT/BOECKH FILE NUMBER : PURCHASING AGENCY NO.: 804000 FY: 09 350 S GRAND AVE STE 3400 LOS ANGELES, CA 90071 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: MARY ANN CHRISTOPHER (225) 342-8500 BILL TO: SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) OFFICE OF RISK MANAGEMENT OFFICE OF RISK MANAGEMENT **CLABRN** OFFICE OF RISK MANAGEMENT **CLAIBORNE BUILDING** P O BOX 91106 1201 N THIRD ST G-192 **BATON ROUGE, LA 70821-9106 BATON ROUGE, LA 70802** CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) MARY ANN CHRISTOPHER (225) 342-8423-0000 CONTRACT VENDOR NO. AWARD SOLIC BUYER CODE COMPL ISIS REQ NUMBER AGENCY REQ NUMBER SOLICIT NUMBER REQ AGENCY: 804000 OFFICE OF RISK MANAGEMENT F 770633005-00 Ν Ν MAC **PUR 79** OFFICE OF RISK MANAGEMENT DELIVERY TERMS/FOB POINT VENDOR REFERENCE NUMBER PROMPT PAYMENT TERMS TOTAL AMOUNT OF ORDER 005 DAYS ARO DESTINATION NONE \$ 43400.00 LINE COMMODITY/SERVICE DESCRIPTION QUANTITY UNIT UNIT EXTENDED PRICE AMOUNT NO. 00001 COMMODITY CODE: 920-45-000000 43400.00 Send to Accounting 11/06/07/max **DELIVERY TERMS: 005 DAYS ARO** UNLIMITED CALCULATIONS IN SWIFT ESTIMA/ TOR BASED ON ASSUMED VOLUME OF 2500/YEAR @2500 X 11.00 = 27,500. 2 HOURS TRANING, WEB-EX (TO BE SCHEDULED WITH TECH SUPPORT), @2 X 600.00 = 1,200. ANNUAL USER LICENSE MVS ON CDROM PDF (COMMERCIAL COST EXPLORER)+SHIPPING. @12 X 400.00 = 4,800. ANNUAL USER LICENSE RCH ON CDROM PDF (RESIDENTIAL COST EXPLORER)+SHIPPING  $@12 \times 200 = 2,400.$ CONVERSION AND CALCULATION OF RECORDS @1 X 7,500. = 7,500. **OPTIONAL YEARS 2 AND 3, IF RENEWED CALCULATIONS ABOVE 2500 IF VOLUME IS** ABOVE 2,500 ANNUALLY, M&S HAS THE RIGHT TO ADJUST ANNUAL UNLIMITED LICENSE TO \$27,500 PLUS \$10.50 PER INCREMENTAL **VOLUME INCREASE AS AGREED.** "TERMS AND CONDITIONS SET FORTH" APPROVED:

PRICE SHEET	DELEGA	TED PUR	CHASE AUTHORI	TY	
NUMBER : 3390923 VENDOR NUMBER : 770633005-00		VENDOR: MDA HOLDINGS LLC MARSHALL & SWIFT/BOECKH			
COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
ATTACHED TERMS ON PAGE 2 OF THIS QUOTE/INVOICE SLA/QUALITY OF SERVICE AS INCLUDED WITH THIS QUOTE/INVOICE YEAR 1 FEES PAYABLE IMMEDIATELY IN FULL @43,400. YEAR 2 FEES PAYABLE AT RENEWAL @34,700. YEAR 3 FEES PAYABLE AT RENEWAL @34,700. SEE ATTACH INFORMATION FROM JULY 1, 2008 TO JUNE 30, 2009.			,	*	
	,				
				·	
				,	
		1.			

STANDARD TERMS & CONDITIONS	DELEGATED PURCHASE AUTHORITY	
NUMBER : 3390923 VENDOR NUMBER: 770633005-00	VENDOR: MDA HOLDINGS LLC MARSHALL & SWIFT/BOECKH	PAGE 3

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

- INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
- 2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.



 Number:
 90017LA114

 Page:
 1

 Date:
 10/13/2008

Terms Code

## QUOTE

Sold

To: Office of Risk Management

P.O. Box 91106

Baton Rouge, LA 70821-9106

Customer No.

Attn: Henry Rayborn

Contract No.

Ship

To: Office of Risk Management

P.O. Box 91106

Baton Rouge, LA 70821-9106

Contract Period

Attn: Henry Rayborn

	EN		07/01/2008-06/30/	2009 N	let 30		
Item No.	Description/Comments	<i>-</i>	QTY	·	Unit price	T	Amount
Year 1	Unlimited calculations in Swift Estimator, based on assumed vo 2 hours Training, Web-Ex (to be scheduled with tech support) Annual User License MVS on CDROM PDF (Commercial Cost Annual User License RCH on CDROM PDF (Residential Cost E Conversion and calculation of records  Optional Years 2 and 3, if renewed Calculations ab If volume is above 2,500 annually, M&S has right to adjust annuto \$27,500 plus \$10.50 per incremental volume increase as  "Terms and conditions set forth"  Attached terms on page 2 of this quote/invoice SLA / Quality of service as included with this quote/invoice Year 1 fees payable immediately in full Year 2 fees payable at renewal  Year 3 fees payable at renewal  Please sign immediate and return to be followed by your PO	Explorer)+Shipping Explorer)+Shipping ove 2500 ual unlimited license agreed	2500 2 12 12 1 1 N/A		\$ 11.00 \$ 600.00 \$ 400.00 \$ 200.00 \$ 7,500.00 \$ 10.50	\$	
	"Accepted and Ordered Placed by Sett Divourning (sign) on behalf of State of Louisiana" TT Manay of	g) (title) (date) - 11/6/68					

Sales Representative: Arun Baheti

Remit To: Marshall & Swift / Boeckh, Attn: Felicia

350 S Grand Ave., Suite 3400

Los Angeles, CA 90071

Telephone: (213) 253-4949 Fax: (213) 253-4950

Subtotal before taxes	43,400.00
Total taxes	0.00
Shipping	0.00
Total amount	43,400.00
Payment received	0.00
Amount due	43,400.00

## MARSHALL & SWIFT S OFTWARE AND PUBLICATIONS TERMS OF USE

Your use of or access to any Marshall & Swift ("MSB") Software or Publication is conditioned on the following terms of use. By using or accessing the Software or Publication, you consent to these terms of use.

MSB owns and retains all rights, title and interest in and to the Software and Publications, including without limitation, all copyright, patent, trademark and trade secret rights.

Upon payment of applicable license fees, your use of the Software or Publications is pursuant to a limited, nonexclusive, nontransferable, revocable license for the permitted use and purposes disclosed to you by MSB. You may not use the Software or Publications for any purpose other than the purposes for which MSB has licensed them to you. You may not distribute, give, provide, sell or otherwise transfer the Software or Publications to, or allow the Software or Publications to be used or accessed by, any third party (including, but not limited to, any subsidiary, affiliate or other agency), whether by sublicense, assignment, operation of law or otherwise. You may not modify, reverse engineer, reverse assemble, copy, reproduce or otherwise disassemble or duplicate the Software or Publications. You may not (or permit a third party do to so on your behalf) convert Software or Publications delivered in a printed format into an electronic format or vice versa, without the express written permission of MSB. You may only use the Software or Publications internally and on your own behalf. You may not place the Software or Publications on any server, engine or other operating or delivery system external to your premises without MSB's prior written consent. You may only operate or use the Software or Publications as described in their applicable documentation.

Upon termination your license, your license and right to use the Software or Publication will immediately cease and you must uninstall or otherwise remove all affected Software or Publications and return the Software media or Publication to MSB within fourteen (14) calendar days of the effective date of termination along with a letter certifying such uninstallation and removal in a writing signed by a duly authorized representative. Termination for any reason will not relieve you of your obligation to pay MSB for Software or Publications provided up to the effective date of such termination, whether invoiced or not

MSB does not guarantee or warranty the accuracy and completeness of the Software or Publications. MSB does not independently verify the completeness, accuracy or authenticity of the public information or third party information contained in the Software and Publications. The information reported to MSB and the MSB data may be subject to transcription or transmission errors. In the event of any error or omission in the Software or Publications, MSB's only liability will be to correct such errors when MSB is notified or becomes aware of their existence. MSB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MSB WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOSS OF BUSINESS (EVEN IF MSB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED TO YOUR USE OF THE SOFTWARE OR PUBLICATIONS.

If you are directly or indirectly acquiring the Software or Publications on behalf of the United States Government, the Software and Publications are classified as "Commercial Computer Software" and "Commercial Computer Documentation" developed at private expense, containing confidential information and trade secrets of MSB and its licensors, and is subject to "Restricted Rights" as that term is defined in the Federal Acquisition Regulations ("FARs"). Contractor/Manufacturer is: Marshall & Swift/Boeckh, LLC, Los Angeles, California, USA.